

DECLARATION OF RESTRICTIONS
AND EASEMENTS OF OAKWOOD
MEADOWS SUBDIVISION

WHEREAS, OAKWOOD MEADOWS, a subdivision of part of the Southwest quarter of Section 24, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan as recorded in Liber 14 of Plats, pages 24 and 25, Livingston County Records.

The following covenants, conditions, restrictions, easements, reservations and agreements are hereby imposed on all lots in OAKWOOD MEADOWS SUBDIVISION and shall be binding on the undersigned and upon all persons acquiring title to any of said lots through or under the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned and of all grantees.

1. Land Use and Building Type: No lot in the sub-division shall be used for other than one family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain upon any lot other than one detached one family dwelling not exceeding two stories in height, or what is commonly known as a tri-level, one private attached one story garage for not more than three cars, and accessory buildings appropriate to single family dwellings such as a play house. Accessory buildings shall be of the same architectural design and exterior material as the main residence.
2. Size and Height: No structure shall be erected, placed, altered or permitted to remain on any lot not in conformance with the following minimum size requirements as to living area, measurements to be made of external walls:

One story	1200 square feet
One and a half story	1100 square feet
Two story	1800 square feet
Tri-level total living area	1600 square feet

No building shall exceed thirty-five (35) feet in height from ground level, measured from the lowest ground level adjacent to the home to the peak of the roof. On computing "square foot area" exterior walls may be included. Such items as porches, breezeways, garages or carports shall not be included in computing such required floor area. No part of the residence that is more than ½ below ground level shall be included in computing such required floor area.

3. Type of Construction: Exterior walls of residential structures shall be constructed of brick veneer, stone veneer, cedar, redwood, cypress, vertical center matched, siding, exterior plywood or other standard exterior siding materials, except asbestos or asphalt siding or shingles, cement block, and sand lime bricks. All structures shall have one or more offsets in the front wall line.

The general architectural design of the proposed residence or alterations to any existing residence shall be approved by the Building Committee before any construction or excavation is begun.

4. Garages: All homes shall have not less than a two car attached garage with or without a breezeway.
5. Temporary Buildings. No old or used structures of any kind shall be placed upon any lot or anywhere within the Subdivision. No temporary structure of any character, such as a tent, trailer, shack, barn, garage or other outbuilding shall be erected or placed upon any lot prior to construction of the main residence. This shall not prevent the use of temporary buildings incidental to the construction of the main residence during the period of construction.
6. Building Location and Set-Back Lines. No building or structure shall be erected, altered, placed or permitted to remain on any lot closer than fifty (50) feet from any main residential right-of-way or platted roadway having a sixty (60) foot width nor closer than thirty-five (35) feet to the closest point of any cul-de-sac right-of-way as platted and the interior street as platted leading thereto and forming a part of said cul-de-sac, nor closer than ten (10) feet to the nearest point of any side lot line, nor closer than forty (40) feet to the nearest point of the rear lot line.
7. Driveways: Access Driveways, aprons and parking areas for vehicle use on a lot shall be constructed to county codes. The wearing surface shall be of asphalt, concrete, pavers or blocks.
8. Lot Area and Width. No single family lot shall hereafter be reduced in area from its original platted area.

9. Easements. Easements for installation and maintenance of public utilities and drainage facilities as shown on the recorded plat and as may otherwise be placed upon the property, including a six (6) foot easement along and adjacent to all roadways, including cul-de-sac for installation of underground utilities, are reserved. Each owner shall maintain the surface area of easements within his property, to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as may be necessary to eliminate surface erosions. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which public authorities of a utility company is responsible.
10. Utilities: No utilities other than underground utilities shall at any time be installed on any lot in the subdivision.
11. Fences: Fences may be placed at the perimeter lot line of the rear yard, but shall not extend forward of the rear line of the house. All fences shall not exceed five (5) feet in height except around swimming pools. All fences shall be kept in good condition and repair at all times.
12. Park and Lake Area: Park areas and lake access shall be used only by property owners within the subdivision and their guests. Access to the lake, except for owners of property contiguous thereto, shall be from Ponderosa Drive, however, no outboard motor shall be used on the lake in the subdivision. No picnics or similar events shall be held at any time on Ponderosa Drive or the vacant areas adjacent thereto. There shall be no water taken from the retention basin by pumping or any other means at any time.
13. Lot Owners: All property owners shall be members of the Oakwood Meadows Home Owners Association.
14. Financing: The owner of each lot in the subdivision covenants and agrees to pay a proportionate share of taxes assessed against the park and lake areas and of the fees and costs incurred by the Board of Directors in performing their duties.
15. Construction Time: The construction time on any residence shall not exceed one (1) year.

16. Site Work: All unused building materials, other debris and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the residence. The portion of the surface earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered by other landscaping as soon as the construction work and weather permits.
17. Lot Maintenance: All lots in the subdivision shall be kept trim and the grass mowed and free of debris. The Board of Directors shall notify a lot owner of a violation thereof and after a reasonable time may have debris removed at the cost of the lot owner.
18. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign not more than five (5) square feet in area only for the purpose of advertising the property for sale or rent, and except for house numbers and residence names.
19. Antennas: No radio or television antenna or aerial shall be permitted other than the type commonly used for domestic residential use, provided however, any radio or television antenna shall be installed on the house and not on a separate pole and shall not extend more than six (6) feet above the roof of the residence.
20. Trailer, Trucks, Commercial Vehicles:
Parking for campers, trailers, motor homes and boats is permitted between April 1st and Sept 30th on a driveway. Temporary waivers during other times can be granted with Board of Directors approval.
21. Grade Changes: There shall be no changes of grade of any lot as the same shall exist at the date of final plat approval and recording which in any way effect the flow of water to adjacent lots.

22. General Provisions & Amendments: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from and after the recording of this agreement, after which date covenants shall be periodically extended for successive periods of ten (10) years each, unless, and prior to the expiration of such ten (10) years period, an instrument signed by the owners of record of a majority of the lots in the subdivision has been recorded changing, or modifying said restrictive covenants In whole or in part.

Invalidation of anyone of these covenants by judgments or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

23. Enforcement: Enforcement of these restrictions shall be by proceedings in a Court of Law against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages and may be brought by any person owning any lot in the subdivision.

24. Building Committee: An architectural plan and drawing showing dimensionally all rooms and the total square footage of the house or alterations to an existing house and the exterior elevations, together with a building site plan showing all property lines, the locations of the proposed residence, the location of any fences or walls, and any other proposed improvements with all dimensions including all set back dimensions and driveway for any building to be constructed on any of the lots covered by these restrictions shall, prior to any construction or excavation therefore, be submitted for approval to the Building Committee. The Building Committee in its discretion shall have full authority to approve or disapprove the plans and drawings and building site plans as to its compliance with these restrictions. If the plans and drawings and/or building site plan is disapproved, said disapproval shall be evidenced by a writing signed by two (2) members of the Building Committee sent to the applicant specifying the reason for disapproval, and the building or other improvements shall not be started until approval of the committee thereof is obtained. The committee shall have fifteen (15) days after personal delivery to any of its members of the plans, drawings, and building site plans herein specified to give its approval or disapproval, with the writing evidencing same to be sent to the address of the applicant provided on the application. The approval or disapproval of the committee shall not prevent subsequent enforcement of these restrictions based on a violation thereof.

All members shall be owners of record or land contract purchasers of a lot covered by these restrictions. The Building Committee shall act by the agreement of its three members, and two members may hold a meeting in the absence of the third member.

IN WITNESS WHEREOF, the parties hereto have executed these restrictions as set forth herein and have caused their hands and seals to be affixed this ____ day of _____ 2015.